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8 Attorney for Debtors Perez

9 UNITED STATES BANKRUPTCY COURT  
10 EASTERN DISTRICT OF CALIFORNIA, FRESNO

11 In Re:

12 Mario Francisco Perez  
13 and Diana Valenzuela Perez,  
14 dba Mario's Landscaping,  
15 dba Apartamentos Los Olivos

16 Debtors.

Chapter 13

Case No.: 15-13604

DC No. PBB-1

**HEARING**

Date: September 24, 2015

Time: 10:00 A.M.

Ctrm: 11

Dept. A (5<sup>th</sup> Floor)

United States Bankruptcy Court

2500 Tulare Street

Fresno CA 93721-1318

[HONORABLE FREDERICK E. CLEMENT]

19  
20  
21 **DECLARATION OF MARIO PEREZ IN SUPPORT OF**  
22 **MOTION FOR AUTHORITY TO USE CASH COLLATERAL**

23 I, Mario Francisco Perez, am the debtor-husband in the above-captioned bankruptcy case.  
24 Except as to those matters I have personal knowledge of the facts stated herein and if called  
25 upon, I would competently testify thereto.  
26

1           1.       I own in fee simple, and as my separate property, the Apartamentos Los Olivos  
2 located at 1715 N. Street Firebaugh, California 93622 (Apartment Complex). I am familiar with  
3 the Motion for Authority to Use Cash Collateral ("Motion") and the Exhibits filed in support  
4 thereof. All information contained in the Motion and the supporting documents is true and  
5 correct to the best of my knowledge.

6           2.       By this Motion, I seek to obtain the court's permission to use cash collateral to  
7 pay for the expenses of running the apartment complex.

8           3.       I have no other source of income sufficient to provide for the maintenance of the  
9 property without the use of cash collateral.

10          4.       I intend to hire my father, Roberto Perez, as the apartment manager. (Manager)

11          5.       This cash collateral will be used to hire the Manager at the rate of \$1200 per  
12 month. His duties will include: collection of the rent from the tenants, maintenance of the  
13 apartments and making necessary repairs. He will also be in charge of maintaining the landscape  
14 of the Apartment Complex.

15          6.       The Manager speaks fluent Spanish as do all of the Apartment Complex tenants.  
16 He has a very good relationship with the tenants.

17          7.       There is an urgent need to paint an epoxy sealant on half of the roof of the  
18 Apartment Complex. (The other half is already painted.) Without this sealant, the roof will leak  
19 when it rains in a few months. Cost of materials for the roof repair is about \$500 for the sealant.  
20 The Manager will perform the work as part of his duties at no additional cost.

21          8.       We need to replace some sheetrock at \$10.00 per sheet and replace some exhaust  
22 fans at a price of about \$16.00 each. Cost of labor is included in the Manager's fees and I will  
23 do some of the work myself. There is also need to repair appliances, exhaust fans, cracked  
24  
25  
26

1 concrete that has pushed up due to root growth, and other miscellaneous items. These repairs are  
2 necessary, but not so bad as to endanger health, safety or welfare of the tenants. These and any  
3 other necessary repairs will be remedied by the Manager in due course.

4 9. Several smoke detectors need to be replaced or installed at an estimate cost of  
5 about \$20 each. Also, I will purchase 25 water heater straps to secure the water heaters at a cost  
6 of approximately \$500 (\$20 or less per water heater strap). Again, labor costs are included in the  
7 Manager's salary and/or I will do the work personally.

8 10. There was discord between my father and mother and as a result my father  
9 stopped doing repairs to the apartment complex for the last eight months. He has now decided to  
10 return to work and has agreed to manage the apartments as described above.

11 11. The cash collateral will also be used to pay hazard insurance premiums. (The  
12 mortgage insurance is paid with the mortgage payments in an impound account.)

13 12. The cash collateral will also be used to pay the bankruptcy administrative fees and  
14 the monthly rent of the apartment through the plan to U.S. Bank, the secured creditor.

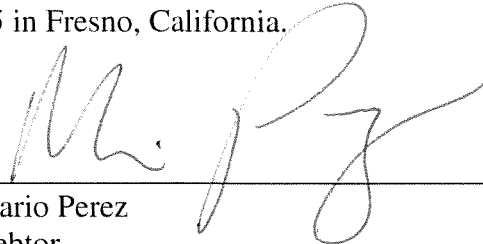
15 13. Aside from U.S. Bank, there are no other creditors with valid security interests in  
16 the Apartment Complex. There are two abstracts of judgment recorded against me in the Fresno  
17 Hall of Records, however those liabilities have been fully satisfied by payment of an agreed  
18 settlement amount. My attorney informs me that these debts have been "discharged by accord  
19 and satisfaction".  
20

21 14. I do not owe any vender's liens.  
22

23 15. In the event the court believes it is appropriate to grant the secured creditor U.S.  
24 Bank a replacement lien or liens as adequate protection for the use of cash collateral, I seek the  
25 granting of such replacement lien or liens.  
26

1           16. Filed concurrently herewith in support of the Motion is a copy of the operating  
2 budget for the Apartment Complex for the next year. The month of October 2015 should be  
3 exactly the same except I will have to go out-of-pocket to purchase materials for repairs in  
4 October, 2015

5           I declare under penalty of perjury that the foregoing statements are true and correct and  
6 this declaration was signed on September 12, 2015 in Fresno, California.

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10 Mario Perez  
11 Debtor  
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